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ELECTRONICALLY FILED  
DOC #:  
DATE FILED: 12-30-05

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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GEORGE CRUMP,

Plaintiff,

-against-

THE CITY OF NEW YORK, P.O. MICHAEL  
SELLING, Shield No. 07838, P.O. JOSEPH LEMOS,  
Shield No. 21672, SGT. EMILE PROVENCHER,  
Shield No. 04239, Individually and in his Official  
Capacity, and P.O.s "JOHN DOE" #1-10,  
Individually and in their Official capacities (the name  
John Doe being fictitious, as the true names are  
presently unknown),

Defendants.  
-----X

STIPULATION AND  
ORDER OF  
SETTLEMENT AND  
DISMISSAL

05 CV 6768 (HB)

**WHEREAS**, plaintiff George Crump has commenced this action on his  
behalf, by filing a complaint on or about July 28, 2005, respectively, alleging that  
defendants violated his federal civil rights and rights under state law; and

**WHEREAS**, defendants have denied any and all liability arising out of  
plaintiff's allegations; and

**WHEREAS**, the parties now desire to resolve the issues raised in this  
litigation, without further proceedings and without admitting any fault or liability;

**WHEREAS**, plaintiff has authorized counsel to settle this matter on the  
terms enumerated below.

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND  
AGREED**, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed, with prejudice, and without costs, expenses, or fees in excess of the amount specified in paragraph "2" below.

2. Defendant City of New York hereby agrees to pay plaintiff George Crump the sum of Twenty-Two Thousand Five Hundred Dollars (\$22,500.00), in full satisfaction of all claims, including claims for costs, expenses and attorney fees. In consideration for the payment of these sums, plaintiff agrees to dismissal of all the claims against the individually named defendants to release all defendants, and present or former employees and agents of the City of New York and the New York City Police Department from any and all liability, claims, or rights of action arising from and contained in the complaint in this action, including claims for costs, expenses and attorney fees.

3. Plaintiff shall execute and deliver to defendants' attorney all documents necessary to effect this settlement including, without limitation, a General Release based on the terms of paragraph 2 above, and an Affidavit of No Liens and copies of all documents necessary to comply with settlement.

4. Nothing contained herein shall be deemed to be an admission by any of the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision

of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or the New York City Police Department or any of their agents.

6. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York  
December 8, 2005

Jon Norinsberg, Esq.  
*Attorney for Plaintiff*  
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New York, NY 10007  
(212) 791-5396

By: 

Jon Norinsberg (JN 2133)

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City of New York  
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By: 

Liora Jacobi (LJ 0347)

Special Assistant Corporation Counsel

SO ORDERED:

  
U.S.D.J.

12/30/05